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Regional
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Expansion

Expansion
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PLANNING

CANADA/ MANITOBA



FEBRUARY 11, 1975

subsidiary agreement

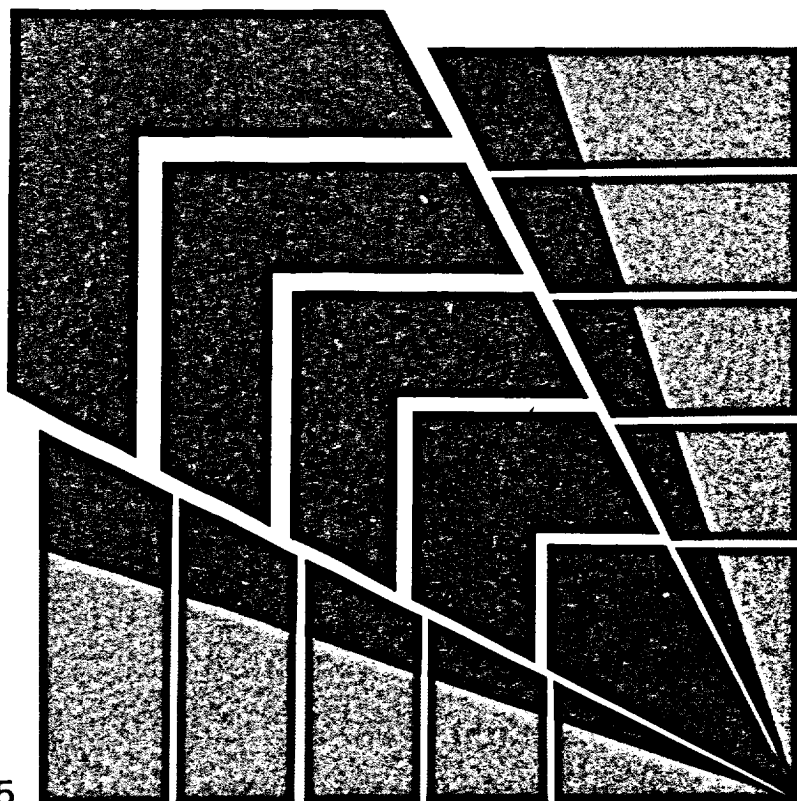


Regional
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PLANNING

CANADA/ MANITOBA



FEBRUARY 11, 1975

CANADA-MANITOBA
SUBSIDIARY AGREEMENT
FOR PLANNING

THIS AGREEMENT made this 11th day of February, 1975

BETWEEN:

THE GOVERNMENT OF CANADA
(hereinafter referred to as "Canada"),
represented by the Minister of
Regional Economic Expansion,

OF THE FIRST PART,

AND:

THE GOVERNMENT OF THE PROVINCE
OF MANITOBA (hereinafter referred
to as "the Province"), represented
by the Minister of Mines, Resources
and Environmental Management, Chairman
of the Cabinet Sub-Committee on
Economic and Resource Development,

OF THE SECOND PART.

WHEREAS Canada and the Province signed a General Development Agreement dated June 5, 1974, (hereinafter referred to as "the GDA"), to achieve the objectives set forth in section 3 thereof;

AND WHEREAS in pursuit of these objectives, Canada and the Province have agreed to seek to achieve a coordinated application of relevant federal and provincial policies and programs through the process of analyzing and reviewing the economic and social circumstances of Manitoba and Manitoba's relationship to the regional and national economy, and of identifying developmental opportunities and assisting in their realization;

AND WHEREAS Canada and the Province have agreed that additional resources are required to facilitate a process of identifying, analyzing and developing joint economic and socioeconomic development opportunities;

AND WHEREAS Canada and the Province are prepared to contribute funds to provide for these resources on the terms and conditions set out in this Agreement;

AND WHEREAS the Governor in Council by Order in Council P.C. 1975-276 of the 6th day of February, 1975, has authorized the Minister of Regional Economic Expansion to execute this Agreement on behalf of Canada;

AND WHEREAS the Lieutenant Governor in Council by Order in Council No. 147/75 of the 5th day of February, 1975, has authorized the Minister of Mines, Resources and Environmental Management, Chairman of the Cabinet Sub-Committee on Economic and Resource Development to execute this Agreement on behalf of the Province;

NOW THEREFORE the parties hereto agree as follows:

DEFINITIONS

1. In this Agreement:

- (a) "Federal Minister" means the Minister of Regional Economic Expansion of Canada and includes anyone authorized to act on his behalf;
- (b) "Provincial Minister" means the Minister of Mines, Resources and Environmental Management, Chairman of the Cabinet Sub-Committee on Economic and Resource Development and includes anyone authorized to act on his behalf;
- (c) "Ministers" means the Federal Minister and the Provincial Minister;
- (d) "fiscal year" means the period commencing on April 1 of any year and terminating on March 31 of the immediately following year;
- (e) "Management Committee" means the officials designated pursuant to section 8;
- (f) "activity" means a specific, clearly definable unit of work undertaken in pursuit of the identification, analysis, development or planning of economic and socioeconomic opportunities;
- (g) "external staff" means professional and other staff who are not permanent employees of Canada or the Province but who enter into a contract with the Province by which they agree to undertake or participate in work related to the identification, analysis, development or planning of economic and socioeconomic opportunities; and

- (h) "external services" means services and facilities that are required from outside the federal and provincial government in support of an activity under this Agreement, and includes accommodation, office and support services and professional services.

PURPOSE AND OBJECTIVES

2. The purpose and objectives of this Agreement are to provide federal and provincial funds required to acquire external staff and services to undertake studies for the identification and analysis of economic and socioeconomic development opportunities in Manitoba and such planning as is required to develop strategies, programs and subsidiary agreements pursuant to those opportunities.

SUBJECT MATTER

3. Subject to section 5, it is mutually agreed that the Province shall engage or acquire the staff and services referred to in section 2 and that such staff or services may be engaged or acquired by such provincial department or agency as may be appropriate having regard to the subject matter of the work being undertaken.
4. Subject to section 7, this Agreement shall commence on the date on which it is signed by both Canada and the Province and shall terminate on March 31, 1977. Approved projects may be completed after the termination date, however, Canada shall not pay any claim which is not received by March 31, 1978.
5. All activity to be undertaken under this Agreement shall be jointly approved by Canada and the Province through the Management Committee before being undertaken and shall be consistent with the objectives and intent stated herein.
6. Each activity to be undertaken under this Agreement shall be described in an appropriate document in sufficient detail to allow proper consideration by the Management Committee.
7. Costs incurred for work done prior to the date of this Agreement and after April 1, 1974, or after the date of the signing of the GDA, whichever is the later, may be accepted as complying with the terms of this Agreement, provided that such costs are approved in writing by the Management Committee.

ADMINISTRATION AND MANAGEMENT

8. Each of the Ministers shall designate a senior official to be responsible for the administration of this Agreement. These officials shall constitute the Management Committee.
9. In the event of any disagreement in the Management Committee, the relevant matter shall be referred to the Ministers whose decision shall be final.
10. The Management Committee shall be responsible for:
 - (a) the general administration of this Agreement;
 - (b) the carrying out of any duties specified elsewhere in this Agreement;
 - (c) the establishment of such procedures as they consider essential for the administration of this Agreement; and
 - (d) the approval of activities to be undertaken under this Agreement.

FINANCIAL PROVISIONS

11. For costs incurred for jointly approved activities under this Agreement, Canada shall contribute 50 percent (50%) and the Province 50 percent (50%) in each fiscal year during the term of this Agreement.
12. Eligible costs shall consist of costs incurred pursuant to activities undertaken in respect of section 2, as determined by the Management Committee.
13. Notwithstanding anything in this Agreement, Canada's contribution towards costs incurred for the fiscal year 1974/75 in respect of jointly approved activities shall not exceed \$300,000, and in each subsequent fiscal year shall not exceed \$500,000, and in total shall not exceed \$1,300,000 over the term of this Agreement.
14. Notwithstanding anything in this Agreement, the Province's contribution in respect of jointly approved activities under this Agreement shall not exceed \$1,300,000.
15. The Management Committee shall submit for the approval of the Ministers, annually, and no later than September 1, an assessment of the progress made in implementing this Agreement, the

effectiveness of the activities undertaken to achieve the objectives intended and the continuing relevance of the objectives themselves together with the projected budget required for the subsequent fiscal year.

16. This Agreement may be amended from time to time by mutual agreement of the Ministers, expressed in writing; provided, however, that the general nature of this Agreement shall not be changed, and that no amendment to the overall ratio of cost-sharing, or to the maximum levels of funding by Canada as set out in section 13, shall be made without the approval of the Governor in Council.

CONTRACT PROCEDURES

17. All contracts for approved activities shall be awarded in accordance with procedures to be approved by the Management Committee, and, unless in its opinion it is impractical to do so, shall be awarded to the qualified and responsible tenderer submitting the lowest evaluated bid.
18. All awards of such contracts shall require the prior approval of the Management Committee.
19. All contracts under this Agreement shall be supervised in accordance with procedures to be approved by the Management Committee, and reports produced by consultants or resulting from such contracts shall become the property of both parties. It is further agreed that the federal member of the Management Committee shall be provided with such copies of all reports as he may require.
20. In the awarding of contracts, the Province agrees to retain the services of Canadian firms or individuals where practical and consistent with economy and efficiency.

PAYMENT PROCEDURES

21. Subject to section 22, payments by Canada shall be made promptly to the Province on the basis of claims setting out the costs actually incurred and paid, for approved activities, submitted in a form satisfactory to the Ministers, bearing a provincial audit certificate and certified by a senior officer of the Province.
22. In order to assist with the interim financing of activities, Canada may, if the Province so requests, make interim payments to the Province of up to one hundred per cent (100%) of Canada's share of claims submitted, based on estimates of costs actually incurred, as certified by a senior officer of the Province.

23. The Province shall account for each interim payment by submitting to Canada, within 90 days after such payment by Canada, a detailed statement of the actual expenditures incurred and paid, verified in a manner satisfactory to the Federal Minister. Any discrepancy between the amounts paid by Canada by way of interim payments and the amounts actually paid by the Province shall be promptly adjusted by Canada and the Province.

GENERAL

24. No member of the House of Commons of Canada or the Legislative Assembly of Manitoba shall be admitted to any part or share of payments made pursuant to this Agreement or to any benefits arising therefrom, nor shall such member undertake or participate in any study or analysis pursuant to a contract as a result of which Canada may be required to pay any amounts pursuant to this Agreement.
25. During the term of this Agreement, Canada and the Province shall effect an assessment of the activities undertaken to attain the stated objectives. Each party shall provide the other with such information as may reasonably be required in order to undertake such assessment. A progress report shall be submitted by the Management Committee to the Ministers on, or before, the annual meeting of Ministers as prescribed under the terms of the GDA.
26. In addition to the activities covered under this Agreement, Canada and the Province may independently undertake analyses and studies related to the identification and analysis of developmental opportunities in Manitoba. The cost of such studies shall be borne by the party undertaking the study and shall not be eligible for cost-sharing under this Agreement.
27. The provisions of the GDA shall apply to this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Regional Economic Expansion, and on behalf of the Province by the Minister of Mines, Resources and Environmental Management, Chairman of the Cabinet Sub-Committee on Economic and Resource Development.

IN THE PRESENCE OF:

GOVERNMENT OF CANADA

Witness

Minister of
Regional Economic Expansion

GOVERNMENT OF THE PROVINCE
OF MANITOBA

Witness

Minister of Mines, Resources
and Environmental Management,
Chairman of the Cabinet Sub-
Committee on Economic and
Resource Development

